

## Casual Employment Contract – On-Hire (Recruit Hub to brand)

**THIS EMPLOYMENT CONTRACT** sets out the terms and conditions on which you will be employed as an on-hire casual employee with **Recruit Hub Pty Ltd** (ACN 642 698 324) (**the Company**).

From time to time, the Company will offer you a place with one of its Clients (**the Client**), to which you will be required to provide services consistent with your skills, qualifications and experience (**Client Assignment**). The terms and conditions in this employment contract should be read in conjunction with any other subsequent terms and conditions provided or imposed by the Company or the Client specific to the Client Assignment, including any conditions in the form set out in the attached (**Client Assignment Summary**).

**In the course of my employment with the Company and in undertaking any Client Assignment, I understand and accept all the following terms and conditions:**

### **1 GENERAL TERMS AND CONDITIONS OF CASUAL EMPLOYMENT**

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- 1.1 The Company's offer of casual employment is made on the basis that it doesn't make a firm advance commitment to continuing and indefinite work according to an agreed pattern of hours. I agree that I accept the offer to be employed on a casual basis.
- 1.2 This employment contract commences when I first work with the Client on a casual assignment basis. When I begin a Client Assignment, I will be deemed to have accepted the terms and conditions of this employment contract regardless of whether I have signed it.
- 1.3 The terms and conditions of a Client Assignment will be confirmed before its commencement, which may include being issued with a Client Assignment Summary. Once I commence a Client Assignment, I will be deemed to have accepted the terms and conditions of that Client Assignment as confirmed to me, including where I have not signed a Client Assignment Summary.
- 1.4 Each Client Assignment is a new period of employment with the Company and will not be considered continuous with any previous Client Assignment.
- 1.5 The Company is not obligated to offer me Client Assignments, and it is my choice to accept a Client Assignment.
- 1.6 The Company can conduct the necessary criminal checks, qualifications and reference checks, and work rights checks to consider my suitability for a Client Assignment.
- 1.7 During a Client Assignment, I am under the care, direction and supervision of the Client, and the Client will direct me as to the manner and proficiency in which I am to undertake work for the Client. However, the Company retains ultimate control over my employment, including all matters associated with my conduct and performance during a Client Assignment.
- 1.8 If I have any grievances while undertaking a Client Assignment, I will only raise these directly with the Client, where there is an imminent threat to my health or safety. In all other cases, I will raise grievances or concerns with the Company first.
- 1.9 I will undertake each Client Assignment to the best of my ability.
- 1.10 The Company may change or terminate a Client Assignment without reason. The termination of a Client Assignment for whatever reason does not of itself constitute the termination of employment.
- 1.11 If my employment is subject to a modern award or enterprise agreement, or any individual flexibility arrangement made under a modern award, industrial instrument or enterprise agreement, or any rule, order or legislative requirements (including the Fair Work Act 2009 (Cth)), in force and as varied from time to time, these will be specified in a Client Assignment Summary or apply as a matter of law (**Workplace Law**). However, they don't form part of this contract.

**2 HOURS**

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- 2.1 The Company or the Client will offer me hours from time to time based on the Client's requirements and any applicable Workplace Law.
- 2.2 I am entitled to accept or reject hours offered to me under a Client Assignment. I acknowledge that if I reject hours or wish to change previously accepted hours, I will notify the Company in advance.
- 2.3 Unless authorised by the Company, I will not reject any hours by text or email.
- 2.4 There is no guarantee of hours or any particular pattern of hours during my employment or any Client Assignment.

**3 PAYMENT FOR HOURS WORKED**

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- 3.1 The Company will advise me of the applicable hourly or daily rate before I start a Client Assignment. This hourly rate of pay will be inclusive of any applicable casual loading.
- 3.2 The casual loading I receive is paid or applied, or taken into account, for each pay period or termination of my employment to compensate me for not having entitlements under the Fair Work Act 2009 (Cth) or a Workplace Law that casual employees do not have.
- 3.3 Without limiting clause 3.4, all payments made to me by the Company throughout my employment (regardless of whether they are expressly referred to or guaranteed by this document, a Client Assignment Summary or any other provided terms and conditions) compensate me for and set-off to the fullest extent possible all combined benefits or entitlements I have under any applicable law. These benefits or entitlements include (i) payment for all hours worked, (ii) any minimum wage, (iii) payment for minimum periods of engagement, overtime, penalty rates for weekend work or public holiday work, shift and overtime allowances, meal allowances, (iv) annual leave loading, and (v) any other allowances and loadings to which I may

otherwise be entitled. Where the combined monetary value of all such benefits or entitlements exceeds the combined monetary value of all payments made to me under this employment contract, the Company's further payment obligations will be limited to the difference between those two combined amounts.

- 3.4 If a court or tribunal determines that for all or part of my employment, the Company has mistakenly classified me as a casual employee, the Company can either or both:
  - (a) set off and apply any casual loading paid to me against any paid leave entitlements that fall due (but not below nil); and
  - (b) ask me to immediately repay the casual loading I received under this employment contract.

**4 TIMESHEETS AND PAYMENTS TO ME**

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- 4.1 I will be paid weekly into my nominated bank account, provided I submit to the Company a correctly completed timesheet for the relevant week(s) that has been authorised by my supervisor/manager at the Client.
- 4.2 As permitted by law, I authorise the Company to make deductions from any amount payable to me:
  - (a) where the deduction amount relates to any overpayment of wages or other benefit or entitlement; or
  - (b) where the deduction amount relates to the reasonable cost or repair of any equipment or property damaged, lost or not returned to the Company or the Client (as the case may be).
- 4.3 I agree to execute any separate written document necessary to give effect to any such deduction.

**5 SUPERANNUATION**

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- 5.1 I will be able to elect a compliant fund into which the Company will make statutory

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minimum superannuation contributions. The Company will contribute to the Company's nominated fund if I do not elect a fund.

### **6 LEAVE**

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6.1 For the avoidance of doubt, as a casual employee:

- (a) I am not entitled to any paid annual leave or personal/carer's leave or paid public holidays unless provided by law; but
- (b) I am entitled to unpaid leave under the National Employment Standards in the Fair Work Act 2009 (Cth), and I may be entitled to long service leave, where applicable, under the relevant legislation.

### **7 TERMINATION OF, OR VARIATION TO, EMPLOYMENT**

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7.1 The Client determines the length of a Client Assignment based on its needs.

7.2 Variation of a Client Assignment or commencement of a new Client Assignment does not alter the terms and conditions set out in this employment contract unless specified in writing by the Company.

7.3 As a casual employee, I acknowledge that my employment terminates at the end of each Client Assignment and recommences on each new Client Assignment.

7.4 Unless otherwise agreed in writing, either party may terminate the employment or a Client Assignment on 1 hours' notice.

7.5 I may be dismissed if I engage in serious misconduct, including:

- (a) wilful, or deliberate, behaviour that is inconsistent with the continuation of employment;
- (b) theft or fraud;
- (c) assault;
- (d) bullying or harassment of any person;

(e) attending work affected by alcohol or prohibited drugs;

(f) failing to comply with any lawful and reasonable instructions issued by the Company or the Client, or an applicable Company or Client policy and procedure; or

(g) conduct that causes an imminent and serious risk to a person's health or safety or the Company's or the Client's reputation.

7.6 If I fail to notify the Company that I will be absent from work for a period of three consecutive rostered shifts or days (as accepted by me), the Company is entitled to determine that I have abandoned my employment and terminate my employment in writing.

7.7 If a Client Assignment or my employment terminates for any reason, I will immediately return all property of the Company or the Client in my possession, custody or control.

### **8 WORK RIGHTS AND QUALIFICATIONS**

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8.1 I must be an Australian resident or hold a visa permitting me to work in Australia and free of restrictions that may affect my eligibility to work in Australia.

8.2 I am required to notify the Company of any change in my working rights.

8.3 Where my duties require me to hold a valid licence or qualification, I have an ongoing obligation to disclose any information that may affect its status or validity to the Company.

### **9 DRESS CODE**

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9.1 I am required to wear appropriate and adequate clothing and footwear (including protective clothing and equipment) suitable to the nature of the work I perform during a Client Assignment and the location where I perform that work, or as directed or required by the Company or the Client's workplace policies.

**10 ENGAGEMENT OFFERS**

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- 10.1 I will notify the Company as soon as possible if during a Client Assignment or in the six months after I finish a Client Assignment, the Client or its Related Body Corporate (as defined in the Corporations Act 2001 (Cth)) offers to engage me for a role on any basis.
- 10.2 I will notify the Company immediately if during a Client Assignment or in the six months after I finish a Client Assignment, another contractor management, payroll, recruitment or staffing supplier offers to engage and on-hire me directly or indirectly to the Client or its Related Body Corporate to perform any role.

**11 POLICIES AND PROCEDURES**

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- 11.1 I will comply with the Company's and the Client's policies and procedures as amended from time to time. However, the policies and procedures do not form part of the terms and conditions of my employment.
- 11.2 If there is any inconsistency between the Client and Company's policies and procedures, the Company will direct me how I am to comply.

**12 CONFIDENTIALITY**

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- 12.1 I will not misuse or disclose the Company's or the Client's Confidential Information, or that of their respective customers or clients or suppliers, or any personal information I access or obtain as a result of my employment or a Client Assignment. I will use my best endeavours to prevent a third party's improper use or disclosure of Confidential Information or personal information.
- 12.2 "**Confidential Information**" means any information relating to the business or affairs of the Company, the Client or their respective Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)), that is not in the public domain, including any document, record, computer file, lists of current or former clients, trade secrets, customer or client details

and information, product or service information, teaching methods, sales and marketing information, lists of prospective clients or customers, information relating to any computer systems or software, financial or pricing information, discovery, invention, drawing, design, strategy, plan, data, report, process, proposal, budget, idea, concept or know-how.

- 12.3 This clause will survive the termination of my employment for any reason and will remain in full force and effect indefinitely.

**13 INTELLECTUAL PROPERTY**

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- 13.1 Any Intellectual Property which is used, exploited, developed, conceived, created, discovered, produced or otherwise generated by me during a Client Assignment is the Client's sole and exclusive property.
- 13.2 '**Intellectual Property**' means any ideas, inventions, discoveries, copyright, derivative works, trademarks, trademark applications, service marks, improvements, trade secrets, customer lists, know-how, technical information, specification, product marketing and costing information and the like.
- 13.3 I agree to sign documentation to transfer the Intellectual Property covered by this clause.
- 13.4 I consent to all use of copyright works I produced or contributed to during my employment, including any adaption by the Client or the Company.

**14 WORKPLACE SAFETY**

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- 14.1 I must use my best endeavours to comply with the relevant work health and safety legislation requirements in the State or Territory in which I am working. I will follow all lawful instructions and comply with any lawful rules, processes and procedures (as amended from time to time).
- 14.2 At its sole discretion, the Company may direct me to complete a medical assessment either before the commencement of my employment or during my employment, where it is

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	reasonably required to determine my capacity to perform work safely and without risk to health and safety.	17.1	Unless otherwise agreed in writing, this employment contract will continue to apply to my employment, notwithstanding any change to my position, duties, hours of work, remuneration or location.
14.3	If:  (a) I sustain an injury/illness, or I am involved in a 'near-miss', during or as a result of, a Client Assignment; or  (b) I am asked to perform duties that I believe are unsafe or for which I am not qualified to perform safely,  I will advise the Company immediately or at the earliest possible time. In the case of duties that concern me, I will not commence or perform them without the Company's approval.	17.2	This contract is the entire agreement between the parties concerning its subject matter. It supersedes any prior written or other agreement between the parties to the extent permitted by law.
		17.3	After execution, these terms and conditions cannot be changed or modified in any way other than as contemplated by this employment contract unless in writing signed by both parties.
<b>15</b>	<b>CONFLICT OF INTEREST</b>	17.4	This employment contract may be executed by or on behalf of the parties by affixing an electronic signature to this employment contract, including using digital signing software. If executed by an electronic method, a duly executed electronic copy of this employment contract will be taken to be an original.
15.1	During this employment contract, I must not, directly or indirectly, receive or accept any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company or the Client.	17.5	Any provision of this employment contract that is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this contract enforceable unless this would materially change the intended effect of this employment contract.
15.2	I must immediately inform the Company if I become aware of potential or actual conflict between my interests and those of the Company or the Client (including performing work for a competitor of the Client that conflicts with my duties under a Client Assignment).	17.6	Clauses 3, 7.7, 10, 12, 13 and this clause 17.6 survive termination or expiration of this contract for any reason.
<b>16</b>	<b>NON-COMPLIANCE</b>	17.7	The terms and conditions of this contract prevail to the extent of any inconsistency with a Client Assignment Summary.
16.1	I may be disciplined if I fail to comply with these terms and conditions (including termination of employment).	17.8	The laws of the jurisdiction of my first Client Assignment's usual place of employment apply to this document.
<b>17</b>	<b>GENERAL</b>		

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I confirm in signing this copy of the employment contract, I have read, understood and accepted the Company's offer of casual employment: